

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

**CIVIL MINUTES - GENERAL**

**‘O’**

Case No.	2:15-cv-06324-CAS(FFMx)	Date	January 13, 2017
	2:16-cv-08409-CAS(FFMx)		
Title	ASPEN SPECIALTY INSURANCE COMPANY v. RIDDELL, INC. ET AL. BELL SPORTS, INC. v. ASPEN SPECIALTY INSURANCE COMPANY ET AL.		

Present: The Honorable	CHRISTINA A. SNYDER		
Catherine Jeang	Not Present		N/A
Deputy Clerk	Court Reporter / Recorder		Tape No.
Attorneys Present for Plaintiffs:		Attorneys Present for Defendants:	
Not Present		Not Present	

**Proceedings:** (IN CHAMBERS) - ASPEN SPECIALTY INSURANCE COMPANY’S MOTIONS FOR CONSOLIDATION OF RELATED ACTIONS FOR DISCOVERY PURPOSES (Case No. 2:15-cv-06324-CAS-FFM, dkt. 72, filed December 21, 2016; Case No. 2:16-cv-08409-CAS-FFM, dkt. 13, filed December 21 2016)

The Court finds these motions appropriate for decision without oral argument. See Fed. R. Civ. P. 78; C.D. Cal. L. R. 7-15. Accordingly, the hearing date of January 23, 2016 is vacated, and the matters are hereby taken under submission.

On August 19, 2015, Aspen Specialty Insurance Company (“Aspen”) filed a complaint for declaratory judgment against defendants Riddell, Inc.; All American Sports Corporation; Riddell Sports Group, Inc.; BRG Sports, Inc. (formerly known as “Easton Bell Sports, Inc.”); BRG Sports, LLC (formerly known as “EastonBell Sports, LLC”); EB Sports Corp.; and BRG Sports Holdings Corp. (collectively, “Non-Bell Insureds”). Case No. 2:15-cv-06324-CAS-FFM (“Riddell Action”), dkt. 1. The Riddell Action involves an insurance coverage dispute arising from several underlying lawsuits that the Non-Bell Insureds allegedly tendered to Aspen for defense and indemnity roughly two years after the expiration of the policy period.

On September 29, 2016, Bell Sports, Inc. filed a complaint in Los Angeles Superior Court against Aspen for (1) breach of contract; (2) breach of the implied covenant of good faith and fair dealing; and (3) declaratory relief. Case No. 2:16-cv-08409-CAS-FFM (“Bell Action”), dkt. 1-2. In the Bell Action, Bell Sports alleges that

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Aspen unreasonably denied payment of benefits pursuant to insurance policy under which Bell Sports is insured. On November 10, 2016, Aspen removed the Bell action to federal court and filed a notice that the Bell and Riddell Actions are related. Bell Action, dkts. 1, 2.

On December 21, 2016, Aspen filed the instant motion to consolidate the Riddell and Bell Actions for discovery purposes. Riddell Action, dkt. 72; Bell Action, dkt. 13. On December 30, 2016, the Non-Bell Insureds filed a notice of non-opposition to the motion to consolidate for discovery purposes. Riddell Action, dkt. 75. The Non-Bell Insureds reserve the right to seek de-consolidation in the future and oppose consolidation for other purposes because they contend that Aspen has overstated the degree to which the issues in the two cases overlap. Id. Bell Sports has not filed an opposition or a notice of non-opposition to Aspen’s motion. On January 5, 2017, Aspen filed a reply disputing the Non-Bell Insureds’ characterization of the two cases. Riddell Action, dkt. 77; Bell Action, dkt. 14.

Because Aspen and the Non-Bell Insureds agree that consolidation is appropriate for discovery purposes, and because Bell has not opposed such consolidation, the Court **GRANTS** Aspen’s motions to consolidate the Riddell and Bell Actions. See C.D. Cal. L. R. 7-12 (“The failure to file any required document . . . may be deemed consent to the granting or denial of the motion”). At this stage, the cases are consolidated for discovery purposes only.

IT IS SO ORDERED.

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Initials of Preparer	CMJ			